

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextNet Wireless, Inc.		08/05/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of New York, as agent		
Street Address:	101 Barclay Street, 8th Floor West		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	A National Banking Association:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2805186	EXPEDIENCE	
Registration Number:	2559297	NEXTNET	
Serial Number:	76092033	NEXTNET WIRELESS	
Serial Number:	74537031	NEXTNET	
Serial Number:	75652249	NEXTNET	
Serial Number:	75652248	N	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel Angel, Esq. (041584/0099)		

CH \$165.00 2805186

Signature:	/sas for da/
Date:	08/09/2005
Total Attachments: 6 source=CLEARWIRE#page1.tif source=CLEARWIRE#page2.tif source=CLEARWIRE#page3.tif source=CLEARWIRE#page4.tif source=CLEARWIRE#page5.tif source=CLEARWIRE#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, NextNet Wireless, Inc., a Delaware Corporation, with offices at 5808 Lake Washington Blvd NE, Suite #300, Kirkland, Washington 98033 ("Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule A attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office and other jurisdictions indicated in Schedule A (the "Trademarks");

WHEREAS, Grantor; Clearwire LLC, a Nevada limited liability company and a wholly-owned subsidiary Clearwire Corporation of Grantor ("Clearwire"); Fixed Wireless Holdings, LLC and Clearwire have entered into that certain Indenture of even date herewith (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Indenture"), in favor of the Bank of New York, as agent for certain Noteholders as defined therein (in such capacity, together with any successors and assigns, the "Grantee");

WHEREAS, in order to induce said Noteholders to enter into the Indenture and purchase the Notes (as defined in the Indenture) Grantor executed that certain Security Agreement, dated of even date herewith (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee, and granted to the Grantee for the benefit of the Noteholders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademark) and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Noteholders a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Remainder of page intentionally left blank, signature page follows.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August __, 2005.

NextNet Wireless, Inc

By: John Butth

Name:

Title:

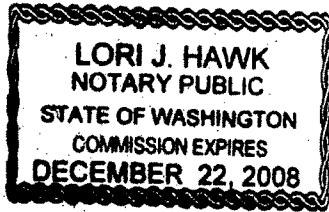
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF WASHINGTON

ss.:

COUNTY OF KING

On this 3rd day of August 2005, before me, the undersigned, personally appeared JOHN BUTLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as CEO, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Lori J. Hawk
[NOTARY SEAL]

SCHEDULE A

TRADEMARK APPLICATIONS AND REGISTRATIONS

TRADEMARK	COUNTRY	REG. NO./APP. NO.
EXPEDIENCE	United States	2,805,186
NEXTNET	United States	2,559,297
NEXTNET WIRELESS	United States	76/092033
NEXTNET	Austria	222243
NEXTNET	Benelux	200492
EXPEDIENCE	Brazil	825658136
NEXTNET	Brazil	825658128
NEXTNET	Canada	TMA561079
EXPEDIENCE	China	3438004
NEXTNET	China	3438029
NEXTNET WIRELESS	China	3438028
(Chinese transliteration for NEXTNET)	China	3452216
(Chinese transliteration for EXPEDIENCE)	China	3921642
NEXTNET	Cyprus	71069
NEXTNET	Czech Republic	356884
NEXTNET	Denmark	VR 2005 01260
NEXTNET	Ecuador	Pending
NEXTNET	Estonia	M200401530
NEXTNET	European Community	1053016

TRADEMARK	COUNTRY	REG. NO./APP. NO.
NEXTNET	Finland	232071
NEXTNET	France	043317753
NEXTNET	Greece	358
NEXTNET	Guatemala	007369-2004
NEXTNET	Hungary	M0403251
EXPEDIENCE	India	1221130
NEXTNET	India	1220883
NEXTNET	Ireland	230396
NEXTNET	Italy	RM2004C006368
NEXTNET	Latvia	M-04-1165
NEXTNET	Lithuania	Pending
EXPEDIENCE	Malaysia	2003-11261
NEXTNET	Malaysia	2003-07165
NEXTNET	Malta	42573CV
EXPEDIENCE	Mexico	815160
NEXTNET	Mexico	873608
EXPEDIENCE	Philippines	4-2003-0006872
NEXTNET	Philippines	4-2003-0006948
NEXTNET	Poland	Z-288026
NEXTNET	Portugal	385045
NEXTNET	Slovenia	Z-200471479
NEXTNET	Slovak Republic	209248
NEXTNET	Spain	2609197(6)

TRADEMARK	COUNTRY	REG. NO./APP. NO.
NEXTNET	Sweden	200404928
NEXTNET	United Kingdom	2369324
NEXTNET	United States	74/537031
NEXTNET	United States	75/652249
NEXTNET	United States	75/652248
NEXTNET	Israel	127251
NEXTNET	Israel	127252